It has been suggested that the injunction should not have been granted because the plaintiff became a public character and surrendered her right of privacy. 17 Columbia Law Rev. 735. In the instant case the Appellate Division classed a news film with a newspaper. It is published but once and loses interest when it is no longer news. And a newspaper is not within the statute. *Jeffries* v. *New York Evening Journal Pub. Co.* (1910) 67 Misc. 570, 124 N. Y. Supp. 780; *Moser* v. *Press Pub. Co.* (1908) 59 Misc. 78, 109 N. Y. Supp. 963. To hold otherwise would be poor public policy because it would be practically impossible to disseminate news in this way if the statute is to be interpreted as was done by the trial court. Lastly, the court distinguished this case from *Binns* v. *Vitagraph Co. of America* (1913) 210 N. Y. 51, 103 N. E. 1108, in which the statute was held to apply, because in that case the pictures were not "actually taken at the time of the occurrence of the events, but the film was taken in a studio with actors dressed for the occasion in order to present a representation of what might have occurred". As to the posters, since they incorporated more than mere statement of news, but also the picture of the plaintiff, and were found in the trial court to have been used "for the purposes of trade", their publication seems to have been a violation of both the spirit and the letter of the statute.

SALES—RISK OF LOSS—"C. I. F." CONTRACT.—The plaintiff contracted to sell the defendant goods, the price quoted being "C. I. F." buyer's place. The goods were destroyed in transit by a German submarine, no war risk insurance having been effected. *Held,* the risk of loss was on the defendant buyer from the time of shipment. *Smith Co., Ltd.* v. *Marano* (1919) 28 Pa. Dist. Rep. 848.

If the contract to sell requires the seller to pay the freight or cost of transportation to the buyer or to a particular place, it is evidence of the parties' intention that the property—risk of loss—shall not pass until the goods have been so delivered. Uniform Sales Act § 19, Rule 5, Pa. P. L. § 543. The price quoted in the instant case included cost, insurance and freight, three distinct items to be charged to and paid by the buyer, *Ireland* v. *Livingston* (1872) L. R. 5 H. L. 395, 406, even though the seller carries the risk of fluctuation of freight rates. Therefore, both on principle and on authority the court correctly excluded the case from the provisions of § 19, Rule 5, of the Sales Act, *supra,* and ruled that the risk of loss passed to the buyer on the plaintiff seller's delivery to the carrier. *Ireland* v. *Livingston, supra*; *Mee* v. *McNider* (1888) 109 N. Y. 500, 17 N. E. 424; *Staackman, Horschitz & Co.* v. *Cary* (1916) 197 Ill. App. 601; *contra, Lorimer* v. *Slade* (1905) 5 S. R. N. S. W. 71. The decision need not be based on this ground alone. That part of the contract relating to insurance must be given its due weight in interpreting the intentions of the parties. It is difficult to understand what interest the buyer would have in stipulating for insurance unless he was to bear the risk. On the other hand if the risk was to pass to him on the delivery to the carrier, insurance in transit would be of vital interest.

STOCKHOLDERS—VOTING—PURCHASE OF STOCK BY HOLDER OF PROXY.—One K, who held a proxy to vote certain stock, purchased the stock but did not record the transfer on the books of the company. The